

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director
954-797-1101

SUBJECT: Resolution - Developer Agreement
DA 11-1-01 Long Lake Estates II Plat

Address: 3501 Nob Hill Road, 3304 Hiatus Road, and 3201 Hiatus Road

General Location:

Parcel A - located on the west side of Nob Hill Road, just south of the Long Lake project, north of Orange Drive.

Parcel B - located on the east side of Hiatus Road, to the north of Mystique and south of Davie Farmettes, north of Orange Drive.

Parcel C - located on the west side of Hiatus Road, to the north of Robbins Park and south of Crystal Grove Estates, north of Orange Drive.

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, G.L. HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS CORPORATION; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE LONG LAKE ESTATES II PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

On September 6, 2000 Town Council approved the Long Lake Estates II Plat, which provided for the development of 372 detached single family homes with access provided from Nob Hill Road and Hiatus Road. The applicant wishes to obtain building permits and begin construction prior to plat recordation.

Broward County requires the Town to participate in this agreement, which stipulates that Town will not issue any building permits until the Developer provides documentation of payment of impact fees for the construction of improvement. The Town also agrees not to issue any certificates of occupancy for the plat until the plat has been recorded as noted in this agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: Not Applicable

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution, Agreements (3), Land Use Map, Subject Site Map, Aerial

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, G.L. HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS CORPORATION; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE LONG LAKE ESTATES II PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, G.L. Homes of Davie Associates II, Ltd., and Continental Citrus Corporation propose to develop properties known as the Long Lake Estates Plat; and

WHEREAS, Broward County will allow the issuance of building permits while platting is in progress.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, G.L. Homes of Davie Associates II, Ltd., Continental Citrus Corporation, and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue any building permits until the Developer provides for documentation of payment of impact fees due for construction of improvements, and that no certificates of occupancy shall be issued until the Long Lake Estates II Plat has been recorded in the Broward County Public records.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

Exhibit A

Return recorded copy to:

Document prepared by:

AGREEMENT

Among

BROWARD COUNTY

and

TOWN OF DAVIE

and

G.L. HOMES OF DAVIE ASSOCIATES II, LTD. AND CONTINENTAL CITRUS CORPORATION

Relating to

**THE ISSUANCE OF BUILDING PERMITS
WHILE PLATTING IS IN PROGRESS**

This is an Agreement, made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY";

AND

The TOWN OF DAVIE, a municipal corporation, organized and existing under the laws of the state of Florida, hereinafter referred to as "TOWN";

AND

G.L. HOMES OF DAVIE ASSOCIATES II, LTD. AND CONTINENTAL CITRUS CORPORATION, its successors and assigns, hereinafter referred to as "DEVELOPER."

WITNESSETH:

WHEREAS, DEVELOPER, is the owner of a certain parcel of land, described in Exhibit "A" attached hereto and known as the Long Lake Estates II Plat, Plat No. 004-MP-00, (the "Plat"), located on Nob Hill Road, and situated within the Town of Davie, on which parcel of land DEVELOPER contemplates the construction of 372 detached single family homes; and

WHEREAS, the Plat was approved by the Board of County Commissioners on October 2, 2001 (date); and

WHEREAS, DEVELOPER is now desirous of obtaining building permits from the TOWN so as that DEVELOPER may construct 75 detached single family homes hereinafter referred to as the "Improvements," within the boundaries of said Plat; and

WHEREAS, the CITY may not ordinarily issue building permits to DEVELOPER for construction of said Improvements within the boundaries of the Plat, prior to recordation of said Plat; and

WHEREAS, on _____, _____ (date), the COUNTY authorized the issuance of building permits by the CITY to DEVELOPER for construction of said Improvements within the boundaries of the Plat, prior to plat recordation; and

WHEREAS, DEVELOPER shall be required to pay actual or estimated impact fees to the COUNTY for Improvements which DEVELOPER wishes to construct prior to issuance of the building permits by the CITY; and

WHEREAS, the COUNTY requested and DEVELOPER agreed that, prior to the issuance of building permits, the parties shall enter into an Agreement setting forth specific conditions applicable to the issuance of such building permits; and

WHEREAS, this Agreement will facilitate the construction of the Improvements within the boundaries of the Plat, by DEVELOPER during the time that preparation for the recordation of the Plat of the property is proceeding; NOW, THEREFORE

IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY represents to the CITY that it does not object to the CITY'S issuance of building permits to DEVELOPER for construction of 75 detached single family homes (the "Improvements"), within the boundaries of the Long Lake Estates II Plat, prior to the recordation of said Plat, subject to the following conditions to assure compliance with the Broward County Land Use Plan:
 - (a) No building permit shall be issued by the CITY unless and until DEVELOPER shall document payment of the impact fees which are due for construction of the Improvements, pursuant to Chapter 5, Article IX, Broward County Code of Ordinances, the Land Development Code; said impact fees may be estimated in those instances when the COUNTY is not able to determine actual impact fees at the time of issuance of the building permits; and
 - (b) No certificate of occupancy, which is complementary to the building permits, shall be issued by the CITY unless and until DEVELOPER shall record in the Official Records of Broward County said Plat which has been approved by the Broward County Board of County Commissioners; and
 - (c) Should the DEVELOPER fail to record the Plat approved by the Board on October 2, 2001 (date), within eighteen (18) months of the date of approval, or otherwise allow the plat to expire, the building permits issued shall be revoked by the CITY and any improvements constructed pursuant to such permits shall be removed within three (3) months of expiration of the current platy approval unless the plat is reapproved within three (3) months and recorded before expiration of the new approval. The COUNTY shall refund all impact fees paid for building permits where the improvements are demolished.

- (d) Conditions 2(b) and (c) shall appear on the face of the building permits issued by the CITY. However, failure of the permits to so indicate shall not alter any terms of this agreement or the right of the COUNTY and the CITY to enforce the terms of this agreement.
3. The CITY agrees that any building permits issued for the construction of said Improvements will be issued in accordance with paragraph 2, and the CITY reserves the right to evaluation DEVELOPER'S application for building permits for compliance with all existing laws, ordinances and regulations controlling the issuance of building permits for construction wit in the CITY. The issuance of building permits shall be at the discretion of the CITY.
 4. Nothing in this Agreement shall prejudice the COUNTY'S right to impose conditions o n approval of the Plat covering the lands described herein which are required by COUNTY plat ordinances and regulations or are otherwise necessary to insure the public health, safety, and welfare of the residents of Broward County.
 5. DEVELOPER agrees not to occupy the Improvements unless and until a certificate of occupancy has been issued.
 6. In those instances when estimated impact fees are paid they shall be adjusted at the time of Plat recordation and any underpayment or overpayment shall be taken into consideration.
 7. The DEVELOPER assumes the risks associated with constructing the Improvements prior to plat recordation. The issuance of the building permits before final plat recordation shall not be considered by DEVELOPER. The COUNTY or the CITY as a grant to DEVELOPER of any vested right whatsoever for the use, occupancy, or completion of the construction of Improvements within the boundaries of the Plat, nor shall the COUNTY or the CITY be deemed estopped from enforcing the terms of this Agreement because of the issuance of the building permits or construction completed pursuant to such permits. Furthermore, if the presently approved plat expires without the plat being recorded, the DEVELOPER shall be required to meet all land development regulations in effect at the time the new plat is submitted and shall be subject to new concurrency determinations.
 8. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER'S expense. Recordation of the Long Lake Estates II Plat shall be an automatic release of the obligations of DEVELOPER set forth herein.

9. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, _____ (date); the TOWN, signing by and through its Mayor, authorized to execute same by Council action on the _____ day of _____, _____ (date); and DEVELOPER, signing by and through its duly authorized representative to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By: _____
Chair
_____ day of _____, _____ (date)

Approved as to form
Office of the County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: _____
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, G.L.
HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS
CORPORATION

TOWN

TOWN OF DAVIE

Witness signature

Witness name printed

Witness signature

Witness name printed

ATTEST:

By: _____
Mayor

_____ day of _____, _____ (date)

By: _____
Town Manager

_____ day of _____, _____ (date)

City Clerk

CORPORATE SEAL

STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, _____ (date) by _____, _____ as _____ of _____ a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:
☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print Name: _____

My commissioner expires:

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, G.L. HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS CORPORATION

DEVELOPER

Witnesses:

Maya Ezrath
Printed Name: Maya Ezrath

Kevin Ratterree
Printed Name: KEVIN RATTERREE

(CORPORATE SEAL)

G.L. Homes of Davie Associates II, Ltd.

By: G.L. Homes of Davie II Corporation, a Florida corporation

By: Alan Fant

Name: Alan Fant

Title: Vice President

Address: 1401 University Dr, Ste 200
Coral Springs, Florida 33071

9 day of November, 2001 (date)

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ who is
[] personally known to me, or
[] produced identification. Type of identification produced _____

(Seal)

NOTARY PUBLIC:

My commissioner expires:

Print Name: _____

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, G.L. HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS CORPORATION

ACKNOWLEDGEMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9 day of November, 2001, by Alan Fant, the Vice President of G.L. Homes of Davie II Corporation, a Florida Corporation, as general partner of G.L. Homes of Davie Associates II, Ltd., a Florida General Partnership, on behalf of the corporation. He is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

Kathleen M. Coffman
NOTARY PUBLIC:

(Seal)

My commissioner expires:

Print Name:



MORTGAGEE

Witnesses:

Residential Funding
Corporation

[Signature]
Printed Name: Terence E. Shaffer

[Signature]
Print name: MARK A. SMITH

(Corporate Seal)

By: [Signature]
Print Name: Ed MacDonnell
Title: Managing Director
Address: 4800 Montgomery Lane S.W. 300
Bethesda MD 20814

9th day of November, 2001 (date)

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, G.L.
HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS
CORPORATION

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ who is
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print Name:

My commissioner expires:

ACKNOWLEDGMENT: CORPORATE/PARTNERSHIP

STATE OF Maryland)
) ss
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 8th day of November, 2001 (date) by Tad MacDonnell,
as Managing Director of Kendall Funding Corporation, a
Delaware corporation/partnership, on behalf of the
corporation/partnership. He or she is:
[☒] personally known to me, or
[] produced identification. Type of identification produced u/a.

Belona Teresita Kidd
NOTARY PUBLIC:

(Seal)

BELONA TERESITA KIDD
NOTARY PUBLIC STATE OF MARYLAND
Print Name: My Commission Expires May 1, 2005

My commissioner expires:

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, G.L.
HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS
CORPORATION

DEVELOPER

Witnesses:

Cecil Anderson
Printed Name: Cecil Anderson

Tony W. Burns
Printed Name: Tony W. Burns

(CORPORATE SEAL)

Continental Citrus Corporation

By: Lucette L. Fitzgerald
Name: Lucette L. Fitzgerald
Title: Secretary
Address: 3701 SW 112 Ave
Doral FL 33330

8th day of November 2000 (date)

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this 8th day of _____
who is _____ by _____
[] personally known to me, or
[] produced identification. Type of identification produced _____

(Seal)

My commissioner expires:

NOTARY PUBLIC: _____

Print Name: _____

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, G.L.
HOMES OF DAVIE ASSOCIATES II, LTD., AND CONTINENTAL CITRUS
CORPORATION

ACKNOWLEDGEMENT – CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of November, 2001, by Lucette L. Fitzgerald, the Secretary of Continental Citrus Corporation, a Florida Corporation, on behalf of the corporation. She is:

☒ personally known to me, or

[] produced identification. Type of identification produced

(Seal)



Ona L. Bustos
Commission # CC 866372
Expires Aug. 26, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Print Name: Ona C Busters

My commissioner expires: 8/26/03

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF BLOCK 1, BLOCK 1A AND BLOCK 4, MARTHA BRIGHT FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 4; THENCE ALONG THE NORTH LINE OF SAID BLOCK 4, BEING THE NORTH LINE OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 41 EAST, SOUTH 88°31'35" WEST 120.01 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF CANAL RIGHT OF WAY PARCEL 102-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 102-A, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 02°09'25" EAST 1.52 FEET; (2) SOUTH 01°59'28" EAST 443.38 FEET TO A POINT OF CURVATURE OF A 2396.83 FOOT RADIUS CURVE CONCAVE TO THE EAST; (3) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'08" AN ARC DISTANCE OF 488.83 FEET TO A POINT OF REVERSE CURVATURE OF A 2186.83 FOOT RADIUS CURVE CONCAVE TO THE WEST; (4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'49" AN ARC DISTANCE OF 115.02 FEET TO A POINT OF NON-TANGENCY; (5) SOUTH 01°59'28" EAST 74.61 FEET TO A POINT ON A 2176.83 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 81°16'43" WEST; (6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'07" AN ARC DISTANCE OF 180.54 FEET TO A POINT OF TANGENCY; (7) SOUTH 03°58'10" EAST 271.04 FEET TO THE NORTHERLY BOUNDARY OF A 50 FOOT CANAL RESERVATION AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°19'48" WEST 2553.86 FEET TO THE WESTERLY BOUNDARY OF SAID BLOCK 4; THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 01°57'16" WEST 1472.62 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 4 AND THE SOUTHWEST CORNER OF SAID BLOCK 1A; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 1A, NORTH 01°58'29" WEST 1270.46 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1A, ALSO BEING THE SOUTHWEST CORNER OF BUCKRAM OAK FARM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 150, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 1A, ALSO BEING THE SOUTHERLY BOUNDARY OF SAID BUCKRAM OAK FARM, NORTH 88°31'35" EAST 1286.75 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY, DEPARTING SAID NORTHERLY BOUNDARY OF BLOCK 1A, NORTH 80°24'58" EAST 1169.54 FEET TO THE SOUTHEAST CORNER OF SAID BUCKRAM OAK FARM, ALSO BEING THE NORTHWEST CORNER OF CANAL RIGHT OF WAY PARCEL 104-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A 2350.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 83°32'57" WEST; THENCE SOUTHERLY, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 104-A AND THE WESTERLY BOUNDARY OF CANAL RIGHT OF WAY PARCEL 103-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°17'38" AN ARC DISTANCE OF 176.11 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY BOUNDARY OF PARCEL 103-A, SOUTH 02°09'25" EAST 1259.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF BLOCK 2 OF SAID MARTHA BRIGHT FARMS, DESCRIBED AS FOLLOWS:

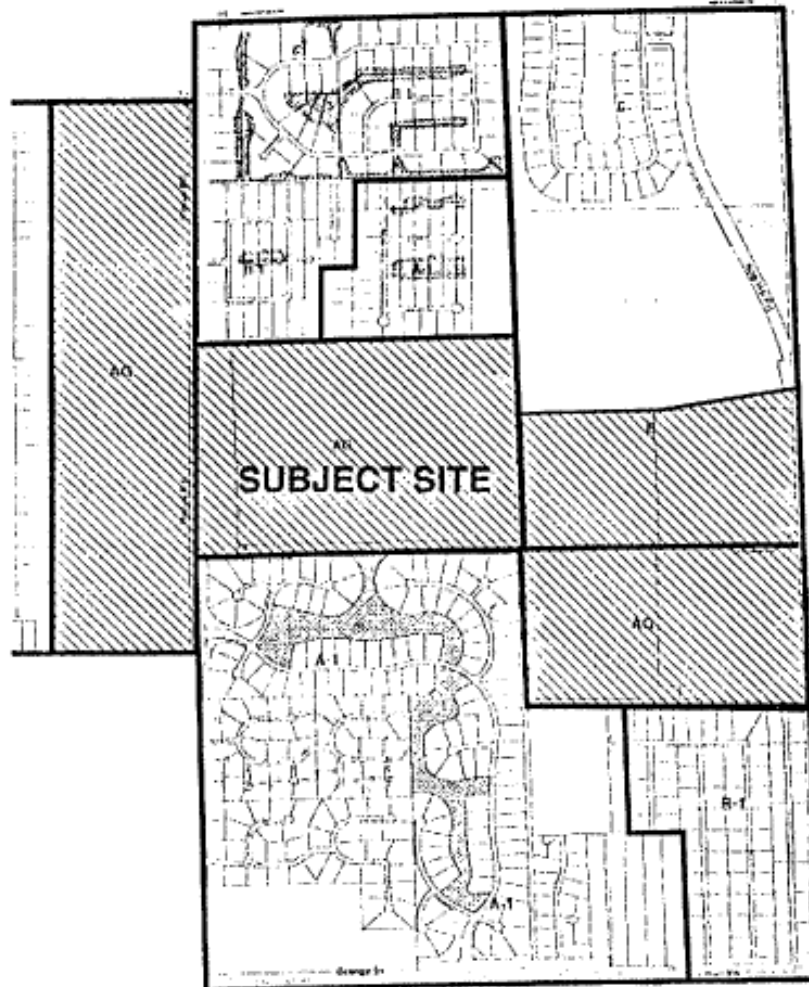
COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE ALONG THE EAST BOUNDARY OF SAID BLOCK 2, NORTH 01°58'29" WEST 66.50 FEET TO THE POINT OF BEGINNING ON A LINE PARALLEL WITH AND 66.50 FEET NORTHERLY OF THE SOUTH BOUNDARY OF SAID BLOCK 2; THENCE ALONG SAID PARALLEL LINE, SOUTH

88°31'35" WEST 2982.26 FEET TO A LINE PARALLEL WITH AND 15.00 FEET EASTERLY OF THE WEST BOUNDARY OF SAID BLOCK 2; THENCE ALONG SAID PARALLEL LINE, NORTH 00°08'03" WEST 1974.74 FEET TO THE SOUTHERLY BOUNDARY OF DAVIE FARMETTES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY AND ITS EASTERLY PROLONGATION AND THE SOUTHERLY BOUNDARY OF HIATUS RANCHETTES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 92, PAGE 36 OF SAID PUBLIC RECORDS, AND ITS EASTERLY PROLONGATION, NORTH 88°30'46" EAST 2918.83 FEET TO THE EAST BOUNDARY OF SAID BLOCK 2; THENCE ALONG SAID EAST BOUNDARY, SOUTH 01°58'29" EAST 1974.97 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF SECTION 24, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SECTION 24, SOUTH 89°41'46" WEST 1319.68 FEET TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF SAID SECTION 24; THENCE ALONG SAID WEST LINE, NORTH 00°08'26" WEST 5279.13 FEET TO THE NORTH LINE OF SAID SECTION 24; THENCE ALONG SAID NORTH LINE, NORTH 89°39'55" EAST 1320.29 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 24, SOUTH 00°08'03" EAST 2639.92 FEET TO THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 24, SOUTH 00°08'03" EAST 2639.92 FEET TO THE POINT OF BEGINNING.

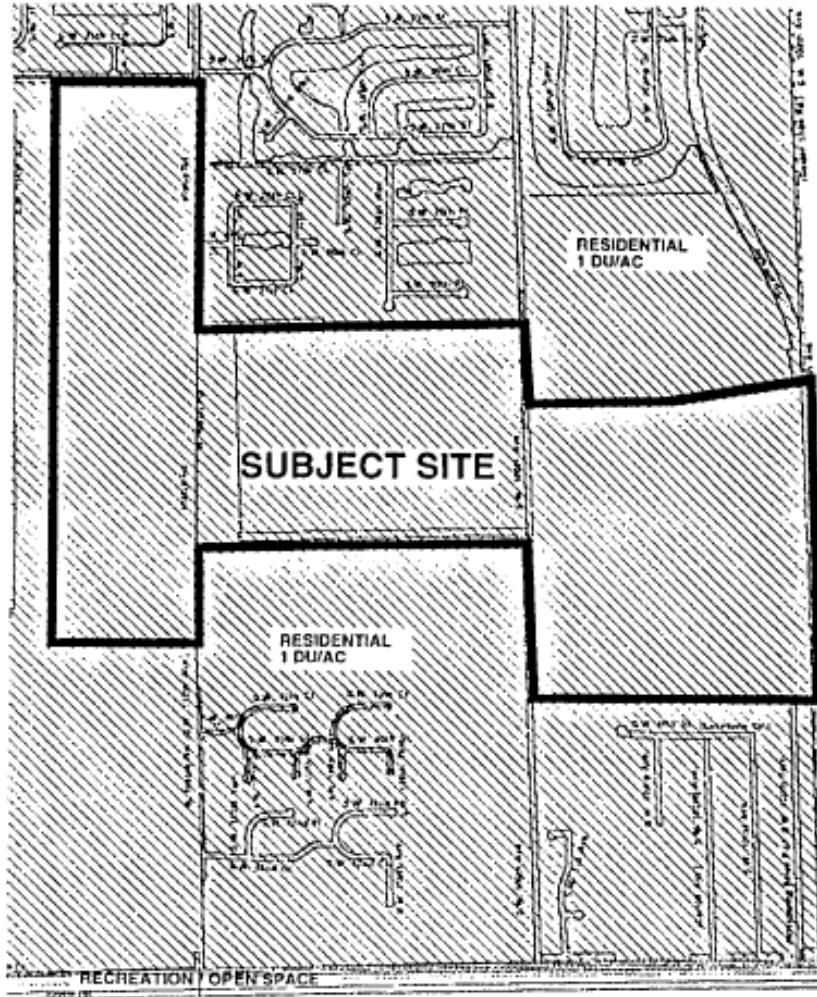
SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 19,800,337 SQUARE FEET (454.553 ACRES) MORE OR LESS.



PETITION NUMBER **N**

Subject Site Area Zoning Map

PREPARED 6/15/01 BY THE PLANNING & ZONING DIVISION



PETITION NUMBER **N 4**
Subject Site Area
Future Land Use Plan
PREPARED 6/15/01 Scale 1"=100'
BY THE PLANNING &
ZONING DIVISION

